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ABSTRACT

Negotiated educational benefits represent the larger part of union involvement in membership education and training. In order of program incidence within contracts, the six major forms are (1) apprenticeship programs, (2) on-the-job training plans, (3) tuition aid plans, (4) educational leave and leave of absence plans, (5) education and training trust fund plans, and (6) scholarship and loan plans. The latter four emphasize access by workers to learning opportunities in postsecondary education institutions and other settings and emphasize skill and knowledge formation not limited to performance of a specified job or occupation. Unionized workers place high value on education. Nonuse stems from a combination of personal fears about ability, lack of encouragement, and scheduling difficulties. Successful educational benefit programs have leadership and institutional support of membership utilization of negotiated benefits, ongoing operation and promotion of the benefit program, and linkages with local education providers. Most successful benefit plans contain the following provisions and features: board eligibility criteria, simplified and flexible application approval procedures, board course coverage, liberal financing provisions, flexibility of work and education scheduling, provision for career and/or educational counseling, and active plan promotion and publicity campaigns. (YLB)

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LEAS

TYPES OF WORKERS' EDUCATION BENEFITS

This is one of a series of topical issue papers commissioned by the Labor Education Advisory Services program. Gregory B. Smith, author of this paper, is President of ALPA Company, Inc., and was formerly associated with the National Institute for Work and Learning.

NEGOTIATED EDUCATION BENEFITS IN CONTEXT

Negotiated education benefits represent the larger part of union involvement in membership education and training. To understand the dimensions of the negotiated benefit, we should look first at its context -- the full spectrum of labor union education and training activity. Union support for membership education (and training) takes five general forms: (1) support of legislation at the community, state and federal levels for affordable and equitable education opportunity for adult Americans, (2) direct union to member subsidization through union financed and administered loan and scholarship programs, (3) direct subsidization of educational institutions in exchange for the provision of agreed upon courses for the membership, (4) direct union subsidization of intramural education and training programs for membership, (5) collectively bargained benefits with provisions for tuition assistance, apprenticeship programs, on the job training, educational leave and educational leave of absence, and educational trust fund programs.[1]

The first of these perhaps needs no elaboration. In city halls, county councils, state capitals and on Capitol Hill, central labor committees, state labor councils, the AFL-CIO, the UAW and others have been instrumental in the progressive enlargement of public education opportunity. Federal legislation ranging from the Vocational Education Act of 1917 and its subsequent amendments to the Lifelong Learning Act of 1976 have been dependent on American trade union support for their content and passage.

Union financed and administered scholarship and loan programs represent a relatively small, but venerable part of unions overall effort. These programs enable members and their immediate families to participate in a wide range of postsecondary education programs. While program provisions vary considerably most scholarships and loans are awarded on the basis of economic

need, or on a first-come first served basis. A smaller number reportedly opperate on a lottery basis. Some scholarship programs pay for tuition only, while others cover related expenses, including books, lab fees, and occassionally stipends for living expenses. While these programs do constitute a relatively small portion of the total union effort measured in dollars, they are not insignificant. For example the UAW alone spent $848,500 on scholarships in 1979. They do provide an in place part of the foundation for broadened worker education opportunity. What makes such programs marginal in this respect is that the great majority of such programs are subtly if not explicitly directed toward the children of union members.

Direct union subsidization of education institutions offers a third and highly significant form of union involvement. Today forty-seven postsecondary education institutions offer degrees in labor education, with programs geared to adult union members. They have open admission policies and are promoted and strongly supported by trade unions. These programs are arranged through an agreement between a college, university or other institution and a specific union or multiple unions. Wayne State University's Weekend College, Empire State College, the Rutgers University Labor Education Center, The New York School of Industrial and Labor Relations at Cornell, The College of New Rochelle's campus at the headquarters of AFSCME District Council 37 are prominent examples of this form of direct union support of education institutions. The programs offered by these institutions vary tremendously. In the labor education degree programs, courses range from labor history and political economy to so-called tool courses, to many more distant subject areas in the humanities.

The fourth general form is intramural, and comes in two distinct types: (a) the union funded and administered education center and (b) the union education department or office. The first of these is perhaps best exemplified

by the Walter and May Reuther Family Education Center. The Center offers a wide range of education and leadership training programs to members. In 1979 the UAW spent over five million dollars on program offerings and institutional support to the Center. Other kindred examples, which differ in being affiliated with postsecondary institutions, but which are similar in regard to their exclusive union member orientation are the George Meany Labor Studies Center and the Labor College in New York.

The final form of unilateral program is the education department which to is supported directly by membership dues. While the education departments do offer non-credit courses in a wide variety of subject areas, their traditional fare is the tool course -- training in skills essential to the functioning of the union in such areas as fiscal management, collective bargaining, and effective communications. The programs offered by education departments and the strengthening of these departments to provide more and better quality programming is a further central piece of the foundation for broadened worker education opportunity.

DIMENSIONS OF THE NEGOTIATED BENEFIT

There is an essential caveat attached to much of what follows. We are discussing a subject matter which has received little detailed study over the years, and about which regular data collection and analysis programs have been seriously deficient. It is perhaps only a reflection of priorities, but it's a condition we can expect to show continuing improvement as interest in negotiated education benefits continues to develop.

From the available research we do know that in the United States there are six major forms of negotiated education and training benefits. These are in order of program incidence within contracts: (1) apprenticeship programs, (2) on the job training plans, (3) tuition aid plans, (4) educational leave

and leave of absence plans, (5) education and training trust fund plans, (6) scholarship and loan plans. In its report on the characteristics of major collective bargaining agreements, the U.S. Department of Labor's Bureau of Labor Statistics reports that in June 1980 there were major contracts (defined as contract covering 1,000 or more workers) covering in aggregate over seven million workers with one or more of these negotiated benefits. In June 1980, there were 788 contracts on file with provision for apprenticeship programs, 705 with on the job traing provisions, 153 with educational leave or leave of absence provisions, and 103 providing tuition aid. The BLS estimates cover four-fifths of all private sector contracts covering 1,000 or more workers each. Excluded from this overview are public sector negotiated benefits, about which much too little is known. The BLS has estimated that 37% of public sector contracts contain education provisions, but given the trend setting quality of public sector unions in the education and training area the absence of more detailed information is frustrating.

In this paper we will focus on the latter four forms of negotiated education benefits. Apprenticeship and on the job training are the most well established and oldest forms of negotiated benefit in industry, to be sure. And while they contain significant basic education elements, they are nevertheless more appropriately understood as skill training programs. That is their function: to prepare the indentured apprentice or the journeyman to execute a prescribed set of occupational skills in a predetermined manner.

These programs serve many functions in the labor market. Apprenticeship programs provide controlled access between the external and internal labor markets of industry, by selecting who gains entry to the 415 recognized skilled occupations, and on the job training increasingly determines mobility within and often between occupations in many industries. They jointly

represent both the backbone of productivity enhancement in the American economy and labor's most formidable achievement in its quest to ensure occupational security and higher workforce standards.

Our focus here, however, is on negotiated education programs -- those which emphasize access by workers to learning opportunities in postsecondary education institutions and other settings, and which emphasize skill and knowledge formation not limited to performance of a specified job or occupation.

We rely heavily here on the most exhaustive study of negotiated education benefits yet conducted -- that by the National Institute for Work and Learning during the period 1976-1980. This study focused on negotiated benefits in the private sector. It similarly excluded apprenticeship and on the job training plans. It was sponsored by the National Institute of Education, the R&D arm of the Department of Education.[2]

The NIWL team estimated that in 1977 there were 198 major contracts with negotiated education benefits covering 1.6 to 2.0 million workers. In the 79 master contracts examined in depth, approximately thirty per cent had more than one type of benefit. The most common benefit was tuition assistance. Sixty of the 79 plans had tuition aid provisions. Following far behind came education and training trust fund plans. These appear in twenty-two of the 79 plans. A distant third form were the leave plans including short term educational leave and longer term educational leave of absence. Sabbatical programs, which are quite common in the northern tier European countries, were rare among the contracts studied by NIWL. We will look at the sabbatical programs nevertheless. Many of such plans are believed to exist in public sector plans and in the hundreds of private sector contracts covering fewer than 1,000 workers.

While negotiated educational benefits appear in all industrial sectors

the NIWL study found widely varying distibutions. The pattern naturally follows that of unionization in different industries. Of the plans examined, 54% were in manufacturing, 19% in services, 18% in transportation and utilities and 9% in construction.

A. Tuition Assistance Plans

A negotiated tuition aid plan is defined as any formal program through which a company has agreed, within terms of a company-union contract, to pay all or part of the tuition and related financial expenses incurred by employees covered under the agreeement while pursuing courses of study offered on or off company or union premises. As noted above the most common form of negotiated benefit is the tuition assistance plan. Tuition assistance comes in two general forms: reimbursement and advance. The most common form is tuition reimbursement, with 90% of examined plans having this feature. Tuition reimbursement plans pay all or part of the tuition and related costs of enrollment in education programs not provided by the company or union. Frequently covered costs are mandatory fees for registration, laboratory work, student activities and graduation in addition to the expenses of books and supplies. Under reimbursement plans some percentage of such costs are reimbursed to the employee by the employer after satisfactory completion of a course or program of study. Tuition advancement programs differ only in that allowable expenses are paid either to the employee or directly to the education deliverer prior to course enrollment. Tuition advancement plans were found in only 5% of studied plans. Another 5% included provision for both reimbursement and advance, usually with a formula of partial advance payment with the balance reimbursed upon satisfactory completion.[3]

There are several salient features common to both types of tuition aid programs that merit attention: (1) cost coverage of plans, (2) worker

eligibility for benefits, (3) acceptable courses and schools, (4) time off for study and (5) application/approval procedures. The diversity one finds in negotiated tuition aid plans certifies that no master strategy was involved in their evolution. Regarding cost coverage, most plans cover all or part of mandatory fees for registration, student activities, lab work, and graduation expenses. Books and supplies are less frequently covered, and the cost of the College Level Examination Program (CLEP) examination is occasionally reimbursed if the results are acceptable for credit. Veterans are covered by V.A. benefits. Of the sixty tuition aid programs studied by NIWL, 48% had reimbursement or advance payment schedules expressed in dollar amounts. Schedules were expressed in percentage terms in 63% of the plans studied (the overage resulting from the fact that some plans include both types of cost coverage). Of the plans expressed in dollar amounts nearly 30% provided between $201 and $400 per eligible worker. Another 60% provided $401 or more with fully 45% providing $601 or more per participant. Of those plans expressed in percentage of educational expense fully 63% provide 76% to 100% of cost, with another 18% providing between 50% and 75%. The amount advanced or reimbursed is usually conditional with the type of course work. Degree or diploma related work normally receives a higher level of coverage than course work unrelated to formal educational goals. Senior workers received more than those with fewer years of service.

Worker eligibility in most tuition aid plans is based on three criteria: job classification, accrued seniority, and satisfactory course completion. While there is great complexity in this feature, in essence most plans permit active employees to participate and exclude inactive or laidoff employees from participation. There are a small number that permit laid off workers who were active at the time of plan enrollment to participate. Seniority clauses were found in one-third of the studied plans. The majority of plans (55%)

have no seniority requirements, and of those that do, most require one year or less of active service. Satisfactory course completion is the third eligibility criteria which affects whether and, frequently, how much a worker is paid. Most plans require "satisfactory" course completion in the contract language without specifying what satisfactory means. A smaller number specify a grade. Occasionally the schedule of payments is conditioned by the grade received.

Acceptable courses and schools are a frequently specified provision of negotiated plans. Most plans use the language "approved" or "accredited institution" but do not name names. Contact provisions usually list acceptable courses and state whether the courses must be "for credit," "job-related," or "career-related" or degree or licence related. Frequently plans allow for special programs such as pre-retirement programs.

Time off for study, an important consideration for working adults, is not allowed in most tuition aid plans. Only 3% of the plans studied by NIWL had time off for study features. This reflects the general understanding of tuition aid as being an "after-hours program." It is important to note however, that an additional 7% of plans studied permit adjustment of the work schedule for course participation.

The application/approval process varies widely among tuition aid plans. In some plans workers have only to submit applications five days before a course starts to receive conditional reimbursement assurance. In others employees must first discuss their goals with their immediate and personnel supervisors and then secure approval of the plant or department manager before registering for a course. Some plans include bidding provisions and the workers commitment to continued employment within the firm. The prevailing circumstance here is difficult to gauge.

We have described here something of the variety and reach of negotiated

tuition assistance programs -- the most common type of negotiated education benefit. The author has estimated elsewhere that these negotiated plans represent an on paper commitment of between $700 million and $1 billion dollars to worker education opportunity.[4]

Yet we know from prior survey research that only a small fraction of that sum was expended through negotiated tuition aid programs in recent years. Therein is the much more crucial story -- one that we will return to. But the description of features above is indispensible to understanding the reasons for such low utilization rates, which have been estimated at between one and two percent of eligible unionized workers. We will return to the question of how the tuition aid resource and the promise of the other forms of negotiated benefits can be more fully realized.

B. Education and Training Trust Fund Plans

The second ranking form of negotiated education benefit is the trust fund plan, variously called training fund programs or education and training fund programs. They are similar enough in vital characteristices to be treated as the same kind of benefit. Further the designated title frequently gives no clue to the relative emphasis given to training and education in trust fund programming.

Under such plans employers contribute fixed amounts per employee to finance a fund for employee education and training. The funds are administered by a joint board comprised of an equal number of union and company officials as part of an industry wide or an area wide effort. The trustees sometimes hire nonunion and noncompany personnel to administer the fund. The prevailing pattern in trust fund programs is for union officials to take the leadership roles in fund management and curriculum affairs.

Several types of employer contributions are used to finance training

programs and schools. Contributions can be expressed as hourly, daily or monthly charges based on a proportion of the payroll for unionized workers or of the company's total payroll.

Of the 79 contracts studied in depth by the NIWL team, 22 contracts (28% of the total) contained provisions establishing training fund programs. Of these, 16 are contributed to by multi-employer groups.

The stated objectives of most education and training trust funds are to: (1) improve performance of employees on the job, (2) provide skill upgrading and retraining and (3) reduce education costs for employees. The balance between these objectives varies significantly form plan to plan in practice.

Workers attending a fund supported institute or school usually receive an allowance or stipend. In some programs nonmonetary incentives are provided to participants -- such as jackets, certificates and the like. Such incentives have proven extremely valuable in attracting workers.

Two examples of education and training trust fund plans of admittedly exceptional quality will suggest both the diversity of plans and the potential breadth of education and training opportunity trust fund plans can offer. We look briefly here at the Education Fund of District Council 37, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, and the Educational and Cultural Trust Fund of Local 3 of the International Brotherhood of Electrical Workers (IBEW), AFL-CIO, and the New York Electrical Contractors.

The Education Fund of AFSCME, District Council 37 is funded by the City of New York at the rate of $25 per worker per contract term. Currently the fund covers in excess of 76,000 workers, and annual contributions are in excess of $2 million. This fund is administered exclusively by the union, the City having readily agreed to the arrangement in 1978. The Fund provides the membership with a smorgasbord of education and training opportunities

ranging from vocational and career training to college degree programs. Courses are offered both at the union headquarters and in office locations around the city. Career and academic counseling are provided by the Fund as well. The Fund brokered an agreement with the College of New Rochelle whereby a branch campus was established at the union headquarters to assure convenient access and a comfortable environment for the membership. Tuition aid is an integral part of the college level course offerings and other special study programs not provided directly by Fund staff and hired instructors.

The success of Fund programs is gauged by membership utilization of the learning opportunities provided and arranged by the Fund. It is estimated that for the past several years 10% of the eligible membership have participated in Fund programs. Factors accounting for this exceptionally high participation rate, year after year, are reported by members and staff to be: (1) the convenient location and times of educational offerings, (2) the flexible scheduling arrangements, (3) a minimum of red tape in applying for and gaining access to programs, (4) and the care with which vocational and technical programs are tailored to state licensure and promotional exam requirements.[5]

The Educational and Cultural Trust Fund of Local 3, IBEW and the New York Electrical Contractors is similarly concerned with providing its membership with a broad and relevant range of education and training opportunities. The Fund supports a year round residential education program at Bayberry Land, New York and subsidizes the New York City Labor College, a part of the Empire State College system. Other program features of the Fund are a scholarship program for children of members, a program which sponsors cultural events underwrites the cost of tickets to theatre and other cultural arts in New York for the members, and a tuition reimbursement program for members and their spouses. During 1978-1979 the Fund expended $408,000 on its tuition aid program.

A further feature of this Fund is paid educational leave for members attending courses at Bayberry Land. Participants attend such courses without loss of income for time away from work.

The Educational and Cultural Trust Fund was established in a 1964 agreement between Local 3 and industry firms. All employers represented agree to remit to the Fund an amount equal to 2% of their gross weekly production payroll. Industry representatives are active participants in the affairs of the Board of Trustees.[6]

As can be seen from these two examples, education and training trust funds provide an administrative and operational machinery that can discern and cultivate membership needs and interests for education and training. Further a continuing staff presence can increase the leverage the membership has in securing education and training from providers in the community. Neither of these are as likely to be realized in less elaborate benefit programs such as a straight tuition aid program. There is a necessary caveat here, though; from the available evidence, it appears that only a few funds have reached the level of diversity in program offerings or made the commitment to developing membership interests in education and training as have these two plans. Such plans are also, as can be expected, an expensive form of educational benefit, and certainly not given away at the bargaining table.

C. Educational Leave and Leave of Absence

Leave plans represent the third most common form of negotiated education benefit. On the American landscape they are relatively rare, however. Only 16% of the 79 plans studied by the NIWL team contained educational leave or leave of absence provisions. It is a well established benefit in Canada and in those European countries with which we frequently compare ourselves. It is a benefit that may well become more commonplace in this decade since it

contains features that will overcome time, distance and cost barriers of particular moment to the adult worker.

Educational leave is defined as leave granted to a worker for educational purposes for a specified period during working hours. Educational leave of absence is defined as leave granted a worker for educational purposes for an extended period of time. The central difference involves the idea of continuance of work. In the instance of educational leave, the worker remains with the job, while in leave of absence he or she is primarily engaged as a student.

The thirteen master contracts studied which contained leave provisions were a diverse lot with regard to allowed leave time, tuition assistance provided, eligibility and reinstatement provisions -- the salient characteristics. Leave time can extend from part of one day to several years. The average length permitted under leave of absence clauses is two semesters or one year. The longest leave program studied was that between the American Flint Glassworkers Union and Corning Glassworks. It permits leave up to three years.

Educational leave and leave of absence provisions may stipulate full, partial or no tuition coverage. Further, they may stipulate full, partial or no salary coverage. An example of a partially paid leave of absence program -- synonymous with an educational sabbatical -- was found in a contract provision between the Minnesota Nurses Association and Health Manpower Management, Inc. Covered workers receive their same pay and accrue seniority at one-half the full time rate.

Most plans specify that leave of absence is intended for career or job-related study. Most make reference to reinstatement of workers at their current job classification depending on seniority and availability of job openings. Three of the master contracts included language guaranteeing

reinstatement. These were the United Automobile Workers and American Motors agreement, and those negotiated between Local 1199 of the Hospital and Health Care Workers and the League of Voluntary Hospitals and Homes of New York, and the Allied Industrial Workers and Magnavox Government and Industrial Electonics Company.

While traditionally viewed as being appropriate only for college level work, a few unions have successfully negotiated a broader range of educational options directly into the contract language. An example of this is the UAW agreement with International Harvester. Provision is made for workers to qualify under the leave program when they attend primary or high school.

Those contracts with provision for full or partial payment during time away from the job are almost exclusively for the short term, or educational leave. Most negotiated paid educational leave provisions relate to participation in union training. Canadian affiliates of the UAW pioneered this type of provision in North America in recent years. Three such contracts in the U.S. are those negotiated by the International Molders and Allied Workers Union (AFL-CIO), the UAW, and The American Federation of Government Employees.

A potentially far reaching paid educational leave provision was negotiated by the Hospital and Institutional Workers Union, Local 250, AFL-CIO and the Kaiser Foundation Hospitals. Under its terms workers with two years seniority begin accruing paid educational leave time at the rate of one week per year up to a maximum of four weeks. This leave may be taken in full day increments or in hourly increments, and the educational purpose to which it is to be applied is left wide open.[7]

D. Scholarship and Educational Loan Programs

Scholarship and loan programs are the fourth major form of education benefit. Six of the 79 major contracts examined in the NIWL study contained

scholarship or loan provisions. A scholarship is defined as a formal arrangement whereby eligible workers are provided with nonreturnable grants of money to assist them to pursue education or training opportunities. An educational loan is a formal arrangement through which money is lent to workers to help them pursue education or training opportunities.

Scholarships and loan programs are usually combined in major contracts. Usually the loan or scholarship is limited to tuition and related educational expenses. Normally, such programs are less restricted with respect to course of study, and satisfactory grades. Scholarship programs do usually emphasize the necessity for course completion. Futher, loan programs are occasionally incorporated within tuition aid programs or at least linked to them in the contract language. An example is the contract negotiated between Wagner Electric Corporation and the Electrical Workers. Eligible employees can be reimbursed up to $200 per semester through the tuition aid program. They can also use the loan program to cover up to 75% of tuition and/or registration fees up to a maximum of $150. If the worker meets the requirements of satisfactory course completion under the tuition aid program the loan is waived. If not, it must be repaid.

E. Apprenticeship with a Twist

This paper does not address the major form of negotiated benefit, apprenticeship, for reasons already stated. One quite recent development in linking the central skill training focus of apprenticeship with broader education opportunity needs mention. It offers a model for other apprenticeship programs accross the country. That is the Dual Enrollment Program pioneered by several locals of the International Union of Operating Engineers, AFL-CIO.

The Dual Enrollment Program is sponsored by the IUOE and construction industry through the National Joint Apprenticeship Committee. Under the

program individuals enrolled in apprenticeship programs operated by participating locals may also enroll in select colleges for study leading to an Associate Degree at the end of the apprentice training. Credit for learning within the apprenticeship program is awarded by participating colleges thereby greatly reducing the time and expense associated with earning the degree. Several participating locals offer tuition assistance to participating apprentices as well. By establishing the link with postsecondary education institutions, the Joint Apprenticeship Committee has significantly broadened and facilitated members worklife learning opportunity, occupational flexibility, and most likely, income security.[8]

PERSPECTIVES ON NEGOTIATED BENEFITS

We have dealt so far principally with the structural aspects of negotiated educational benefits -- the kinds, permutations, relative prevalence, and operant mechanics -- because an understanding of the structural aspects is essential for effecting positive change in current programs or prospective one. No less important, however, is an appreciation of what union officials, employers and members think about these benefits and about education and training per se. The importance of the latter is vividly confirmed by the fact that only one to two percent of unionized workers are availing themselves of these benefits nationally.

To put the issue bluntly, is is essential to understand whether such a low utilization rate reflects an outright disinterest or distaste for education on the part of unionized workers, or rather something about the benefit and the way it is presented. If membership is disinterested in education there is little reason to expend chips at the bargaining table for educational benefits. If, however, low rates reflect dissatisfaction with the structure of the benefit or with impediments to learning that can be addressed by the union, then there

is reason for determined corrective action.

A number of recent studies have addressed these questions. Their consistent conclusion: unionized workers place high value on education. Nonuse is best understood as a combination of factors, chief among them being: (1) inertia borne of personal fears about ability to be successful in education programs, particularly strong amoung those with lower education attainment levels and those with negative early experiences with schooling, (2) lack of imformation about the availability of the benefit and how to obtain it, (3) lack of information about available educational offerings, (4) a lack of encouragement to participate in educational programs, and (5) the difficulty of scheduling education around inflexible work hours. Each of these conditions is resolvable through benefit plan design and administrative actions.

The lack of encouragement factor mentioned above relates to both management and unions in the workers' perceptions, and this fact suggests the need to triangulate the views of workers, union officials and management officials toward negotiated benefits and the outcomes and purposes of education. In a survey of fifty-one company and fifty-two union officials and of approximately 1,000 unionized workers conducted by NIWL in 1977 there was significant concensus as to the objectives and possible impacts of (in this case) negotiated tuition aid programs. With respect to plan objectives union and company officials agree that updating workers' knowledge and skills, improving worker performance, and personal development were key objectives. With respect to impacts of tuition aid plans company and union officials agreed that the three most important areas that plans could affect are worker effectiveness, career development and job mobility and job satisfaction. While questions posed to workers were worded differently, their responses conformed to those of management and unions on these points.

on the matter of barriers to higher participation in such plans perceptions diverge quite sharply. Union officials see the major barriers to higher participation as being in rank order: (1) the inability of workers to take time off or make schedule adjustments, (2) low worker interest, (3) insufficient incentives, and (4) insufficient encouragement by management. On only one of the twenty possible barriers given did a majority of management representatives concur that a problem existed -- namely, low worker interest in education on their own time. Workers part company here with both management and union officials. Low worker interest placed near the bottom as a factor in the workers' responses. There are many possible explanations for the divergence of views, but whatever the explanation a case exists for some better communication between membership, union officials and management on the question of worker interest in education.[9]

It is worth mention that similar findings were obtained in a second set of surveys of unionized workers conducted by NIWL in 1979 and 1980 regarding barriers to participation in tuition aid programs, values toward education and expected outcomes from participation in education. An important finding from both surveys was that well over half of the workers surveyed in a diverse range of industries and geographic locations did not know that they were eligible for the tuition aid benefit, and a higher percentage yet didn't know how to use it.[10] Is a benefit a benefit if its existence isn't known?

ELEMENTS OF SUCCESSFUL NEGOTIATED BENEFIT PROGRAMS

There are company offered tuition aid programs in the United States with employee participation rates in excess of 37% (over 10% among hourly workers). There are union administered education fund programs with participation rates in excess of 10% of eligible members. From recent detailed studies of these programs, and from recent demonstration projects in unionized companies in

which reported barriers to participation were addressed with stunning results, we know a good deal about some common ingredients for successful education benefit programs. Most of this work has focused on tuition assistance porgrams, and consequently that will be our focus here. Many of these principles would apply equally to other forms of benefit programs, and given the pervasiveness of the tuition aid element in most forms of a negotiated education benefit, the learnings from this research will be applicable in most situations encountered.

A. Contextual Factors

Leadership and institutional support of membership utilization of negotiated benefits are from all evidence vital ingredients for successful programs. Union officials have strongly and repeatedly endorsed the value of membership education in the successful plans studied, and have encouraged officials, staff and stewards to promote membership education at every opportunity. The second level of endorsement and promotion is equally indispensible. Those representatives of the union who are in most frequent contact with the membership appear to play a decisive role in shaping worker perceptions toward education.

There is a critical mass phenomenon operating in most plans studied. Once some critical number of workers begin to participate, and this behavior is encouraged and supported, the inertial forces holding others back appear to dissipate. When combined with another bit of alchemy, the fact that education is addictive (and this is borne out by survey data) a workplace environment can turn around dramatically. As Joe Spazo, a member of AFSCME District Council 37 put it, "Education is just part of life at this union."

While we are focusing here on union initiatives to improve use of benefits and the benefits per se, it should be kept clearly in mind that the posture

taken by senior management, middle managers and supervisors is of central importance as well. To the extent management lends positive support to utilization of benefit programs, the union's efforts will only be that much strengthened. Such support cannot compensate for low level union support.

B. Administrative Factors

The successful programs studied shared an on-going staff function, assigned to the operation and promotion of the benefit program. This is a common feature of trust funds as noted above. This does not mean that a union needs to assign one or more full time staff to manage the benefit if there has not been provision for a staff negotiated in the benefit agreement. What it does mean is that to be effective one or more union staff, or alternatively members of education committees in locals need be designated to immerse themselves in the language of the negotiated benefit and to back up stewards and other local officals in delivering information to membership about the plan and how to use it. A further function is to stay in close contact with company administrators so as to be able to speed up the approval process on tuition requests, and back up applicants at each stage of the application and course enrollment process. The most critical activity of designated individuals will be promotion of the benefit plan, and provision of first level advice about education and training options and where to get more complete information about education providers.

A further factor, related both to union leadership and administration concerns linkages with local education providers, be they schools, colleges, technical institutes, or private vendors. Area educators have a potentially important role to play in enhancing the success of negotiated education programs. The union has the role and opportunity to bring education institutions

into the picture, on its terms. This is not limited to course costs. Where union leaders have engaged local providers in collaborative relationships, classes on site, courses at convenient times to coincide with work shifts, and arrangements whereby tuition is paid directly to the institution or whereby tuition payments are deferred until after courses are completed (in the case of tuition reimbursement programs), were some of the arrangements they were able to work out. Such innovations are powerful tools, addressing several of the most important barriers workers encounter.

C. Benefit Provisions and Features

Nearly all successful benefit plans studied contain the following provisions and features: (1) broad elegibility criteria, (2) simplified, and flexible application approval procedures, (3) broad course coverage, (4) liberal financing provisions, (5) flexibility of work and education scheduling, (6) provision for career and/or educational counseling, and (7) active plan promotion and publicity campaigns.[11]

These provisions and features constitute the criteria by which existing benefits should be judged and new benefits negotiated for.

If no compelling reason can be found by the union for limiting eligibility to seniority workers, or to full time workers, or to certain occupational groups of workers, then the union should negotiate for broadest possible eligibility coverage. The experience with negotiated and unilaterally offered plans that provide limited eligibility on one or more of these dimensions has been that they are much resented by excluded workers. Increasingly company offered, nonnegotiated plans are eliminating eligibility differentials within their plans.

Complex, rigid enrollment features, an imposing mass of forms, and lengthy approval times have an uncanny ability to dissuade all but the most stalwart adult worker from taking the first step to use the benefit. Increasingly in

unilateral programs the trend is toward forms simplication, based on a "what do we really need to know" rationale. In several education fund programs a student can enroll and be admitted into a program on the same day.

There are two distinct aspects to this problem area. The first concerns application and approval to receive the benefit. The second concerns negotiating the education institutions' admissions procedures. The union can play important roles in both. In education fund programs provisions can be changed relatively simply by admistrative action. In other plans, where contract language is specific that language can be amended by a waiver letter or an administrative attachment. With respect to education institutions, the union may well be able to broker special arrangements whereby representatives of the school or college come to the union hall to review the application procedures with workers, or designate an individual at the institution to birddog the applications through the system. There are many other creative solutions already in practice. Their broader application waits only for union leadership and staff attention.

Broad course coverage in tuition aid plans has been found to be a key element in gaining wider utilization. This is not because workers prefer scuba diving or macrame and are limited to more vocational subjects. In fact, the courses workers choose to take are decidedly career oriented. This is true in plans which are virtually wide open. In the Kimberly Clark Company's highly regarded educational fund plan 90% of the courses taken by workers are job or career related. Change in the course coverage feature from "job related" to comprehensive coverage resulted in a participation rate jump of from 1% to 30% of eligible workers. It's important.

In addition to broadening the appeal of the benefit to more workers, language permitting broader course coverage also will eliminate arbitrariness from a plan. The terms job related and career related which appear in most

contracts are highly ambiguous terms, and can provide the basis of unfair denial of a benefit.

A parallel dimension concerns eligible institutions. Unless there are specific reasons to exclude categories of institutions or specific institutions because of fraudulent or shoddy practices, the union should seek to obtain widest possible coverage in the eligible institution clauses. This will likely increase the utility of the benefit to more members given proximity factors and learning needs. It can also eliminate the unintended blinders that sometimes condition perceptions of a benefit. For example, in several contracts studied tuition aid was seen as appropriate only for college level courses. There remain in this country some 55 million functionally illiterate adults, whose needs are for basic literacy and numeracy skills. Tuition aid appropriately applies to these needs as well.

Financing provisions can be key. Even when covered by a tuition aid plan or scholarship plan, many workers cannot afford to advance the money for education programs and wait three to six months for reimbursement. Further as noted above most plans cover only part of educational costs. Add to that the requirements in many plans that the worker show proof of satisfactory course completion and you have an ironclad barrier to participation for many lower income workers. The successful plans examined by NIWL entail little or no out of pocket payments for direct educational expenses. The successful plans provide one or more of the following approaches to the payment problem: (1) 100% tuition advance for major education related expense items, (2) low interest loans, repayable from tuition reimbursement or simply waived if the course is completed, (3) brokered arrangements with the school to defer tuition payment until reimbursement is received, or this in combination with installment plans. Equity considerations demand that this be an area of special union interest in eveloping benefit language.

Of these options advance payment provisions appear to be the most successful and administratively simple. The most common argument raised in opposition to such plans concerns possible misuse of funds by members. The experience of programs with advance payment provisions is that default rates -- taking the money and not taking or completing the course -- range from one to two percent of participants and are usually correctible through direct discussions with the worker.

Providing education opportunities at times and places convenient to workers is the most common way in which successful plans meet the work/education scheduling problems of adult workers. These are the more easily accomplished ways. But another approach in quite broad use among successful programs is provision for adjusted work schedules to allow more flexibility for the worker in course attendance and study time. Several plans provide for release time (often paid) to enable worker attendance in special programs and seminars. A much smaller number use flex-time provisions to this end. Flex-time, the most common form of alternative work pattern, permits workers to adjust starting and stopping times daily. The flex-time provision has infrequently been thought through in relation to negotiated education benefit. There is no good obvious reason why it should not be more broadly employed.

The adult worker faces in addition to the structural barriers of time, money, and access, an array of psychological and informational barriers to education benefit use. Over half of the workers surveyed in 1977 and in 1980 reported the lack of counseling as a barrier to participation. Not suprisingly the successful plans provide it. Embarrassment or fear of re-entering a classroom, confusion about how to juggle schooling and other family or home responsibilities, uncertainty about what course to take or how a course will figure in career or occupational progression, are but a few of the real life problems workers have that good career counseling and educational

advisement can remedy.

The union has many resources to call on for career counseling and educational advisement for its members. Frequently in education fund programs trained professional staff are employed for this purpose. In less elaborate programs the union can call upon the personnel development or career development staffs of the company. If this is not practical or desirable from the union or company perspective, the union can arrange through community educational brokering services or through education institutions for these services. There are presently over 460 community based educational brokering services in the United States that provide professionally certified, low cost, client oriented career and educational advisory services. Most postsecondary education institutions offer educational advisory services to students and prospective students.[12]

Whatever professional services are secured by the union, however, none will be more important than the development of a cadre of union members who have recent educational experience and positive attitudes toward education, who can serve as a first level source of advice and referral to professional counseling, and provide directly the enabling information about the plan and plan procedures.

Overcoming information imperfections is the major challenge before the union, and a key accomplishment in the successful, well used plan. When over half the eligible workers in an educational benefit plan don't know they are eligible to use the benefit, you have a first order information imperfection. And when over 60% don't know how to apply for a benefit, you have the same -- and an established basis for action. Union officials and company officials who sponsored plans recently studied by NIWL were frequently shocked to discover these facts.

The ways and means of promoting and publicizing a negotiated education

benefit are many. A one time mention in an employee orientation packet or briefing, the prevalent arrangement, is woefully inadequate. Company and union newspapers and letters are useful tools. So too are handbills passed out at tailgate meetings and membership meetings. But by far the most effective method is one on one and group meeting contact. The fit here for the education advisor is a clear one -- the potential payoff for co-workers grand.

Left until now, what should perhaps have been noted at the outset of this paper, is acknowledgement that a central actor in whatever initiatives occur in the negotiated education benefit arena will be the education director of the union and the regional and local union official responsible for education and training affairs. They are responsible in most unions for what happens in the areas discussed here. Their endorsement of initiatives, and their willingness to go to bat for them will perhaps most significantly affect the outcomes of whatever action is taken to enhance benefit programs.

Much has been said here about the structure of negotiated benefit programs and ways and means for improving their effectiveness in meeting and cultivating membership learning opportunities. And through this discussion many areas have been identified in which educational advisors can play decisive roles. It remains a rightful fact of organizational life that decisions about the wisdom of changes as proposed here remains the responsibility and duty of elected leadership and responsible staff such as the education director. The underlying expectation of this paper is that once decisions are made the education advisor will find in these pages some ideas of merit upon which he or she will be able to act.

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